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8 GIAVANNI MCKNIGHT

UNITED STATES DISTRICT COURT**EASTERN DISTRICT OF CALIFORNIA**

9 GIAVANNI MCKNIGHT,

10 Plaintiff,

11 v.

12 PARK MY FLEET, LLC and DOES 1-
50, inclusive,

13 Defendants.

14 Case No.:

PLAINTIFF'S COMPLAINT FOR:

- (1) Failure to Pay Minimum Wages [FLSA, 29 U.S.C § 206];
- (2) Failure to Pay Overtime Wages [29 U.S.C. § 207];
- (3) Race Discrimination [42 U.S.C. 2000e et seq.];
- (4) Sex/Gender Discrimination [42 U.S.C. 2000e et seq.];
- (5) Retaliation [42 U.S.C. 2000e et seq.];
- (6) Failure to Pay the Statutorily Required Minimum Wage [Cal. Labor Code §§1197, 1197.1, 1194 and 1194.2; IWC Wage Orders 1-2001 § 9 (B) and 4-2001 § 9 (B)];
- (7) Failure To Pay for All Overtime Wages [Cal. Labor Code §§ 510, 1194, 1198];
- (8) Failure To Pay for All Meal Break Premiums [Cal. Labor Code §226.7, 512];
- (9) Failure To Pay for All Rest Break Premiums [Labor Code §226.7; 512];
- (10) Failure To Pay All Sick Time [Labor Code §§ 246 *et seq.*];
- (11) Wage Statement Violations [Cal. Labor Code §226(a)];
- (12) Unfair Competition [Cal. Bus. and Prof. Code § 17200, *et. seq.*];
- (13) Race Discrimination [Cal. Gov't Code § 12940];
- (14) Sex/Gender Discrimination [(Cal. Gov't Code § 12940)];
- (15) Retaliation [Cal. Gov't Code § 12940(h)];
- (16) Failure to Prevent or Remedy Discrimination



1 [Cal. Gov't Code § 12940]; and
2 (17) Wrongful Termination in Violation of Public
3 Policy, [California Common Law]
JURY TRIAL DEMANDED

4 Plaintiff GIAVANNI MCKNIGHT ("Plaintiff"), upon information and belief, alleges the
5 following:

6 **PARTIES**

7 1. At all relevant times, Plaintiff was a natural person over the age of 18 who was, and is
8 currently, residing in Nevada.

9 2. At all relevant times, Plaintiff was employed by Defendant PARK MY FLEET, LLC
10 ("Defendant"). Plaintiff was regularly expected to travel to and work in California throughout the
11 duration of her employment to launch and manage several of Defendant's locations in the state.

12 3. Plaintiff is informed and believes that at all relevant times, Defendant was a foreign
13 limited liability company registered and licensed to do business under California law and that
14 Defendant is a Delaware Corporation with its principal place of business at 8 The Green, Ste. A,
Dover, DE 19901.

15 4. Plaintiff is informed and believes, and based thereon alleges, that during the four years
16 preceding the filing of the Complaint and continuing to the present, Defendants are and were
17 corporations, business entities, individuals, and partnerships licensed to do business and actually
18 doing business in the State of California.

19 5. Plaintiff was the victim of Defendant's policies and/or practices complained of herein
20 during the applicable statutory periods and has been deprived of the rights guaranteed to her by both
21 California State law and federal law as described herein.

22 6. Plaintiff does not know the true names or capacities (whether individual, partner, or
23 corporate) of the defendants sued herein as DOES 1-50, inclusive. For that reason, said defendants
24 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this
25 Complaint when such true names and capacities are discovered.

26 7. Any reference in this Complaint to "Defendant," "Defendants," "Doe Defendants,"
27 "Park My Fleet, LCC," or "Park My Fleet," shall mean "Defendants and each of them."



1 8. At all times herein mentioned, each of said Defendants participated in the doing of the
2 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
3 and each of them, were the agents, servants and employees of each of the other Defendants, as well
4 as the agents of all Defendants, and at all times herein mentioned, were acting within the course and
5 scope of said agency and employment.

6 9. Plaintiff is informed and believes and based thereon alleges, that at all times material
7 hereto, each of Defendants named herein were the agent, employee, alter ego and/or joint venturer of,
8 or working in concert with each of other co-Defendants and were acting within the course and scope
9 of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and
10 omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and
11 ratified said acts, conduct, and omissions of the acting Defendants. Further, Plaintiff alleges that all
12 Defendants were joint employers regarding Plaintiff in all aspects.

JURISDICTION AND VENUE

14 10. This Court has jurisdiction over Defendants' violations of the Fair Labor Standards
15 Act and Title VII pursuant to 28 U.S.C. § 1331.

16 11. This Court has supplemental jurisdiction over Defendant's violations of the Labor
17 Code, the California Business and Professions Code and the applicable Wage Orders pursuant to 28
18 U.S.C. § 1367.

19 12. Cases that include Title VII claims are subject to 42 U.S.C. § 2000e-5(f)(3), a more
20 specific venue provision than the general venue statute found at 28 U.S.C.A. § 1391. *Johnson v.*
21 *Payless Drug Stores Northwest, Inc.*, 950 F.2d 586 (9th Cir.1991).

22 13. When a plaintiff files a suit that includes Title VII claims covered by the more specific
23 venue provision along with claims that (standing alone) would be subject to the general venue statute,
24 the narrower venue provision of Title VII controls. *Dehaemers v. Wynne*, 522 F. Supp. 2d 240 (D.D.C.
25 2007); *Haley v. Astrue*, 667 F. Supp. 2d 138 (D.D.C. 2009); see also 12 Fed. Proc. Forms § 45:39.
26 The purpose behind applying this special test for Title VII cases is to “limit venue to the judicial
27 district concerned with the alleged discrimination.” *Passantino v. Johnson & Johnson Consumer*

1 *Prod., Inc.*, 212 F.3d 493, 504 (9th Cir. 2000) (citing *Stebbins v. State Farm Mutual Auto Ins. Co.*, 413
2 F.2d 1100, 1102 (D.C.Cir.1969); *Ford v. Valmac Industries, Inc.*, 494 F.2d 330, 332 (10th Cir.1974)).

3 14. Under 42 U.S.C. § 2000e-5(f)(3), an action under Title VII may be brought, in relevant
4 part, in “any judicial district in the state in which the unlawful employment practice is alleged to have
5 been committed.”

6 15. This Complaint alleges three claims that arise from Title VII: race discrimination, sex
7 discrimination, and retaliation.

8 16. The claims, transactions, and obligations pleaded and referred to herein occurred,
9 partially or wholly, in Fresno County, San Bernadino County, and San Joaquin County, California.

10 17. Venue is proper in the Eastern District of California pursuant to 28 U.S.C. § 1331(b)(2)
11 because a substantial part of the events or omissions giving rise to the claims occurred in this district

FACTUAL ALLEGATIONS

13 18. Plaintiff began working for Defendant on June 22, 2022, as Park My Fleet, LLC
14 Launch Manager. Park My Fleet is a national automobile fleet logistics company.

15 19. Specifically, Plaintiff was hired to help develop Defendant’s Western Region by
16 overseeing the launch of multiple Park My Fleet facilities across several western states. Plaintiff’s
17 primary duty as a Launch Manager was to help develop and open new Park My Fleet facilities.

18 20. Plaintiff’s work schedule included extensive travel throughout her employment.
19 Typically, she traveled Monday-Friday to various cities across Defendant’s Western Region and
20 returned to Las Vegas, Nevada on the weekends. Other times, Plaintiff would spend several weeks in
21 one city where Defendant either had or was attempting to open a facility.

22 21. When she was hired as a Launch Manager, Plaintiff was classified by Defendant as
23 exempt under the Fair Labor Standards Act and made a salary of \$65,000 per year.

24 22. Plaintiff was paid \$50 per diem per day while she was traveling and had a company
25 credit card, but was not always permitted to use it. She often had to pay for her travel arrangements,
26 food, and supplies for facilities with her own money and submit records to be reimbursed. There were
27 often long waiting periods for reimbursement, an issue that Plaintiff and other employees complained

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1 to Defendant about on several occasions.

2 23. Eventually, Plaintiff was promoted to the position of Regional Manager and was also
3 expected to hire, train, and manage the supervisors and staff of the parking facilities after launching
4 them. Despite this significant additional responsibility and an entirely new skill set necessary for
5 personnel management, Defendant did not provide Plaintiff with the additional training needed for
6 that role, nor did it compensate her for the extra time it took.

7 24. Also working for Defendant during Plaintiff's employment were Regional Managers
8 Michael Molita and Greg Hamilton. Mr. Molita and Mr. Hamilton are both white men.

9 25. Plaintiff was continuously expected to be responsible for a larger workload than Mr.
10 Molita and Mr. Hamilton, including managing nine (9) locations (Portland, Denver, Seattle, Las
11 Vegas, Phoenix, San Bernardino, Redlands, Fresno, and Lathrop), while they were only responsible
12 for managing six (6) locations each.

13 26. Plaintiff's requests for time off were denied on a regular basis, while Mr. Molita and
14 Mr. Hamilton were granted leave whenever they requested it, for whatever reason (including to attend
15 a bachelor party on at least one occasion).

16 27. In November 2022, Plaintiff complained to Lori Mack, Defendant's Human Resources
17 representative, about the ways in which the terms and conditions of her employment differed from
18 those of her white, male counterparts. She also complained about being denied a pay raise, even as
19 she had gotten a promotion and taken on a significant number of additional duties since being hired.

20 28. After her first complaint brought about no changes, Plaintiff complained to Lori Mack
21 for the second time in December 2022 about the different terms and conditions of her employment
22 compared to Mr. Molita and Mr. Hamilton.

23 29. On December 12, 2022, Plaintiff was written up for two alleged "dress code
24 violations," although Plaintiff was not aware of a dress code policy and does not believe that one even
25 exists. The first alleged dress code violation dated back five months from the time Plaintiff was
26 disciplined and was for wearing a t-shirt while she was off-duty. The second alleged dress code
27 violation was the result of Defendant extending what was supposed to be a five-day trip to Portland

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1 to three weeks, which put a strain on Plaintiff's wardrobe choices as she had not packed for that long.

2 30. Plaintiff argued against these violations at the time because it seemed to her that
3 Defendant was manufacturing disciplinary marks on her record in order to deny giving her a raise she
4 was due for.

5 31. In January 2023, Plaintiff informed Defendant's Operations Manager, Sara Trovost, of
6 several employment law violations taking place at several of Park My Fleet's California facilities.
7 Specifically, job sites were lacking the legally-required notices posted and the California employees
8 were not taking their meal or rest breaks. This issue was never addressed.

9 32. Additionally, between December 2022 and January 2023, three thefts occurred at
10 different facilities in Defendant's Western Region: one in Portland, one in San Bernadino, and one in
11 Redlands.

12 33. None of the on-site supervisors for those locations (who are all male and nonblack)
13 were written up or disciplined by Defendant, despite having failed to physically secure and oversee
14 the facilities in accordance with their duties.

15 34. Instead, Plaintiff—who was not in California at the time—was held responsible for both
16 thefts and was formally written up and disciplined. Plaintiff brought up that both thefts appeared to
17 be inside jobs, but her concerns were dismissed by Sara Trovost.

18 35. The supervisors at the locations were eventually terminated, a decision that was
19 approved by both Plaintiff and OM Trovost, due to their negligence that allowed the thefts to occur.

20 36. On February 3, 2023, Plaintiff was contacted by Samantha Miles, Defendant's Head
21 of Human Resources, and told that Park My Fleet was "out of compliance" due to Plaintiff's mistake
22 because Plaintiff had allegedly failed to timely pay a California employee after their termination.
23 However, this had never been part of Plaintiff's job duties before, as it was usually the HR department
24 that cut checks for Defendant's employees.

25 37. On February 6, 2023, Defendant terminated Plaintiff's employment through Samantha
26 Miles and Sara Trovost. The alleged reason for her termination was that three thefts had occurred in
27 her region, that three supervisors had been let go in her region, and that the thefts were not escalated



1 or brought to the attention of leadership quickly (despite that Sarah Trovost had been involved soon
2 after they occurred and approved Plaintiff's decision to terminate the supervisors in question).

3 38. Plaintiff received a severance package on February 13, 2023.

4 39. Plaintiff exhausted her administrative remedies as of December 29, 2023 in Nevada and
5 March 28, 2024 in California. See attached Right to Sue letters at Exhibit A.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY MINIMUM WAGES**

8 **(FLSA, 29 U.S.C § 206)**

9 40. Plaintiff incorporates and realleges all paragraphs above.

10 41. Under the FLSA, “[e]very employer shall pay to each of his employees who in any
11 workweek is engaged in commerce or in the production of goods for commerce, or is employed in an
12 enterprise engaged in commerce or in the production of goods for commerce, wages at the
13 [federal minimum wage rate]....” 29 U.S.C. § 206(a)(l).

14 42. Here, by failing to pay Plaintiff any wages whatsoever for otherwise compensable
15 work time, Defendant failed to pay Plaintiff at least federal minimum wage as required by the FLSA.

16 43. Defendant's payment of zero wages to Plaintiff for hours worked was a willful
17 violation of the FLSA, and Defendant knew or should have known that its payroll policies and
18 practices were unlawful.

19 44. Wherefore, Plaintiff demands payment by Defendant at her regular pay rate or the
20 federal minimum wage rate, whichever is higher, for all hours worked during the FLSA period, plus
21 an additional equal amount as liquidated damages, together with attorney's fees, costs, and interest as
22 provided by law.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME WAGES**

25 **(29 U.S.C. § 207)**

26 45. Plaintiff incorporates and realleges all paragraphs above.

27 46. The FLSA provides that “[N]o employer shall employ any of his employees who in



any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.” 29 U.S.C § 207(a)(1).

6 47. Here, at all relevant times, Defendant failed to pay one and one-half times the
7 applicable regular rate of pay for all hours worked over 40 by Plaintiff in any given workweek.

8 48. Defendant's failure to pay overtime to Plaintiff, including Defendant's
9 misclassification of Plaintiff as exempt, was a willful violation of the FLSA. Defendant knew or
10 should have known that its payroll policies and practices were unlawful.

11 49. Wherefore, Plaintiff demands payment by Defendant at one and one-half times their
12 regular rate of pay for all hours worked in excess of 40 hours a week during the FLSA period, plus an
13 additional equal amount as liquidated damages, together with attorney's fees, costs, and interest as
14 provided by law.

THIRD CAUSE OF ACTION

RACE DISCRIMINATION

(42 U.S.C. 2000e et seq.)

18 || 50. Plaintiff incorporates and realleges all paragraphs above.

19 51. 42 U.S.C. sec. 2000e-2 says, in relevant part, that "It shall be an unlawful employment
20 practice for an employer (1) to fail or refuse to hire or to discharge any individual, or otherwise to
21 discriminate against any individual with respect to his compensation, terms, conditions, or privileges
22 of employment, because of such individual's race... (2) to limit, segregate, or classify his employees
23 or applicants for employment in any way which would deprive or tend to deprive any individual of
24 employment opportunities or otherwise adversely affect his status as an employee, because of such
25 individual's race..."

26 52. Plaintiff was subjected to different terms and conditions of her employment than her
27 white counterparts when Defendant's other Regional Managers, Mr. Molita and Mr. Hamilton-



1 Plaintiff's counterparts—were given a significantly lighter workload than Plaintiff on a regular basis
2 in the form of three less facilities to manage.

3 53. Further, Plaintiff was subject to harsher terms and conditions of employment than her
4 white counterparts when her time-off requests were routinely denied, while Mr. Molita's and Mr.
5 Hamilton's were granted without restriction.

6 54. Defendant's stated reasons for Plaintiff's termination are also clearly pretextual in light
7 of the circumstances and point to discrimination on the basis of race. This includes the stated reason
8 for her termination being the thefts and firing of the supervisors who allowed them to happen (both
9 nonblack males who were not held responsible by Defendant for the thefts).

10 55. As a result of Defendant's wrongful actions, Plaintiff has sustained significant general
11 and special damages to be proven at trial. Plaintiff seeks all damages and remedies available to her
12 under law including, but not necessarily limited to, compensatory, consequential, and punitive
13 damages, attorneys' fees, costs, and interest.

FOURTH CAUSE OF ACTION

SEX/GENDER DISCRIMINATION

(42 U.S.C. 2000e et seq.)

17 ||| 56. Plaintiff incorporates and realleges all paragraphs above.

18 57. 42 U.S.C. sec. 2000e-2 says, in relevant part, that "It shall be an unlawful employment
19 practice for an employer (1) to fail or refuse to hire or to discharge any individual, or otherwise to
20 discriminate against any individual with respect to his compensation, terms, conditions, or privileges
21 of employment, because of such individual's... sex... (2) to limit, segregate, or classify his employees
22 or applicants for employment in any way which would deprive or tend to deprive any individual of
23 employment opportunities or otherwise adversely affect his status as an employee, because of such
24 individual's... sex..."

25 58. Plaintiff was subjected to different terms and conditions of her employment than her
26 male counterparts when Defendant's other Regional Managers, Mr. Molita and Mr. Hamilton—
27 Plaintiff's counterparts—were given a significantly lighter workload than Plaintiff on a regular basis

1 in the form of three less facilities to manage.

2 59. Further, Plaintiff was subject to harsher terms and conditions of employment than her
3 male counterparts when her time-off requests were routinely denied, while Mr. Molita's and Mr.
4 Hamilton's were granted without restriction.

5 60. Defendant's stated reasons for Plaintiff's termination are also clearly pretextual in light
6 of the circumstances and point to discrimination on the basis of sex. This includes the stated reason
7 for her termination being the thefts and firing of the supervisors who allowed them to happen (both
8 nonblack males who were not held responsible by Defendant for the thefts).

9 61. As a result of Defendant's wrongful actions, Plaintiff has sustained significant general
10 and special damages to be proven at trial. Plaintiff seeks all damages and remedies available to her
11 under law including, but not necessarily limited to, compensatory, consequential, and punitive
12 damages, attorneys' fees, costs, and interest

FIFTH CAUSE OF ACTION

RETALIATION

(42 U.S.C. 2000e et seq.)

16 62. Plaintiff incorporates and realleges all paragraphs above.

17 63. 42 U.S.C. § 2000e-3(a) prohibits employer retaliation "because [an employee] has
18 opposed ... an unlawful employment practice ... or ... made a [Title VII] charge."

19 64. Engaging in protected activities encompasses not only formal filing of complaints, but
20 also includes opposition to practices deemed prohibited by FEHA. California courts, in their
21 expansive interpretation, have held that any act of opposition to forbidden practices is protected, even
22 if the original grievance isn't proven, provided the opposition was made in good faith belief of
23 wrongdoing. See *Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028 (2005); *Cooper v. Rykoff- Sexton,*
24 *Inc.*, 24 Cal.App.4th 614 (1994).

25 65. Here, Plaintiff began suffering adverse employment actions, including misplaced and
26 pretextual disciplinary actions and write-ups, soon after her first complaint to Lori Mack about
27 discrimination in November 2022. When her complaints were not addressed, she continued to speak



1 up about both her differing terms and conditions of employment from her white, male counterparts,
2 but also the ways in which Defendant was not in compliance with California law at its California
3 facilities.

4 66. Defendant's cumulative retaliatory actions not only thwarted Plaintiff's professional
5 growth; it also led to her eventual termination on February 6, 2022.

6 67. Plaintiff alleges that as a direct, foreseeable and proximate result of Defendant's
7 unlawful actions, Plaintiff has suffered and continues to suffer losses in earnings, equity and other
8 employment benefits and has incurred other economic losses. As a result, Plaintiff seeks all damages
9 and remedies available to her under law including, but not limited to, front pay, back pay,
10 compensatory and punitive damages, as well as attorney's fees and costs.

SIXTH CAUSE OF ACTION

FAILURE TO PAY THE STATUTORILY REQUIRED MINIMUM WAGE

(Cal. Lab. Code §§1197, 1197.1, 1194, and 1194.2)

14 || 68. Plaintiff incorporates and realleges all paragraphs above.

15 69. This cause of action is brought pursuant to Labor Code §§ 1197, 1197.1, 1194, and
16 1194.2, which establish that the minimum wage set by a Wage Order or any applicable state or local
17 law is the lowest amount that the employees must be paid, and grant the right for a private right of
18 action for failure to pay at least the minimum wage fixed by a Wage Order, or the applicable state or
19 local law.

20 70. As such, at all times relevant herein, Defendant was required to pay Plaintiff at least
21 two-times the State minimum wage pursuant to Labor Code §§ 1197, 1197.1, 1194 and 1194.2.

22 71. Defendant willfully failed to conform its pay practices to the relevant Labor Code and
23 Wage Orders requirements, unlawfully causing Plaintiff to be paid wages less than the Statutorily
24 Required Minimum Wage throughout her employment.

25 72. Such a pattern, practice and uniform administration of corporate policy regarding
26 illegal employee compensation as described herein is unlawful and creates an entitlement to recovery
27 by Plaintiff in a civil action for the unpaid balance of the full amount of damages owed, including



1 interest thereon, penalties, attorney's fees, and costs of suit according to §§ 210, 558(a), 1194, 1194.2,
2 1197, 1197.1, 1199 and 2698.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO PAY ALL OVERTIME WAGES**

5 **(Cal. Lab. Code §§ 204, 210, 510, 558, 1194, and 1198)**

6 73. Plaintiff incorporates and realleges all paragraphs above.

7 74. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
8 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
9 hours worked and provide a private right of action for the failure to pay all overtime compensation
10 for overtime work performed.

11 75. Labor Code § 510 requires an employer to compensate an employee who works more
12 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
13 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
14 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
15 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
16 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
17 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
18 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
19 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

20 76. The foregoing policies and practices are unlawful and create entitlement to recovery
21 by Plaintiff in a civil action for the unpaid amount of overtime wages, including interest thereon,
22 statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204, 210, 510, 1194,
23 and 1198.

24 **EIGHTH CAUSE OF ACTION**

25 **MEAL PERIOD VIOLATIONS**

26 **(Cal. Lab. Code §226.7)**

27 77. Plaintiff incorporates and realleges all paragraphs above.



78. Pursuant to Labor Code §226.7, employees are entitled to one hour of pay at their regular rate for each non-compliant or missed meal and/or rest break.

79. As alleged above, due to Defendants' willful failure to compensate Plaintiff at least the Statutorily Required Minimum Wage, Plaintiff was not paid meal period premiums for missed or non-compliant meal periods at the appropriate "regular rate of pay" as required by *Ferra* and Labor Code § 226.7.

80. As a result, Plaintiff was not paid all wages she is owed. Defendant is responsible for paying back wages, including interest thereon, statutory penalties, and costs of suit pursuant to Labor Code §§ 226.7, 512, the applicable Wage Orders, and Civil Code §§ 3287(b) and 3289.

NINTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(Cal. Lab. Code §226.7)

81. Plaintiff incorporates and realleges all paragraphs above.

82. Pursuant to Labor Code §226.7, employees are entitled to one hour of pay at their regular rate for each non-compliant or missed meal and/or rest break.

83. As alleged above, due to Defendant's willful failure to compensate Plaintiff at least the Statutorily Required Minimum Wage, Plaintiff was not paid rest period premiums for missed or non-compliant rest periods at the appropriate "regular rate of pay" as required by *Ferra* and Labor Code § 226.7. As a result, Plaintiff was not paid all wages she is owed.

84. The foregoing violations create an entitlement to recovery by Plaintiff in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to Labor Code §§ 226.7 and 516, the applicable Wage Orders, and Civil Code §§ 3287(b) and 3289.

TENTH CAUSE OF ACTION

FAILURE TO PAY ALL SICK TIME

(Cal. Lab. Code § 246; § 558; § 1194.2; § 1197.1, § 1198; and § 1199)

85. Plaintiff incorporates and realleges all paragraphs above.

1 86. Labor Code § § 246(a),(b), state that “[a]n employee who, on or after July 1, 2015,
2 works in California for the same employer for 30 or more days within a year from the commencement
3 of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
4 worked, beginning at the commencement of employment.”

5 87. In addition, Labor Code § 246(l)(1) provides that paid sick time for non-exempt
6 employees must be “calculated in the same manner as the regular rate of pay for the workweek in
7 which the employee uses paid sick time, whether or not the employee actually works overtime in that
8 workweek.”

9 88. Finally, Labor Code §246(i) requires employers to “provide an employee with written
10 notice that sets forth the amount of paid sick leave available, or paid time off leave an employer
11 provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in
12 Section 226 or in a separate writing provided on the designated pay date with the employee’s payment
13 of wages.”

14 89. Defendant failed to conform its pay practices to the requirements of the law. At all
15 times relevant herein, Defendant was required to pay Plaintiff for all accrued sick leave taken at the
16 appropriate regular rate of pay pursuant to California Labor Code § 246, 558, 1194.2, 1197.1, 1198,
17 and 1199. However, Defendant has failed to do so.

18 90. The foregoing policies and practices are unlawful and create entitlement to recovery
19 by Plaintiff in a civil action for the unpaid amount of sick time wages, including interest thereon,
20 statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246, 558, 1194.2,
21 1197.1, 1198 and the applicable Wage Orders.

ELEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Lab. Code §226)

91. Plaintiff incorporates and realleges all paragraphs above.

26 92. Labor Code 226(a) states in pertinent part the following: "(a) An employer,
27 semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as

1 a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages
2 are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages
3 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
4 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
5 deductions made on written orders of the employee may be aggregated and shown as one item, (5) net
6 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
7 employee and only the last four digits of his or her social security number or an employee
8 identification number other than a social security number, (8) the name and address of the legal entity
9 that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee."

11 93. During Plaintiff's employment, Defendant provided her with wage statements that are
12 inadequate under Labor Code Section 226(a).

13 94. As a result of Defendant's issuance of inaccurate itemized wage statements to Plaintiff
14 in violation of Section 226(a) of the California Labor Code, Plaintiff is entitled to recover an initial
15 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
16 of \$4,000 from Defendant pursuant to section 226(e) of the Labor Code, as well as costs and
17 reasonable attorneys' fees.

TWELFTH CAUSE OF ACTION

UNFAIR COMPETITION

(Cal. Bus. & Prof. Code § 17200, § 17208)

21 ||| 95. Plaintiff incorporates and realleges all paragraphs above.

22 96. With respect to Plaintiff, Defendant engaged in unfair and/or unlawful business
23 practices in California in violation of California Business and Professions Code § 17200 et seq., by
24 failing to pay her for overtime wages, meal and rest period premiums, and sick time by failing to
25 properly calculate the “regular rate of pay,”, by failing to provide accurate wage statements, and by
26 failing to pay all earned wages at the time of separation from employment.

27 97. Defendant's utilization of these unfair and/or unlawful business practices deprived

1 Plaintiff of compensation to which she is legally entitled; constitutes unfair and/or unlawful
2 competition; and provides an unfair advantage over Defendant's competitors who have been and/or
3 are currently employing workers and attempting to do so in honest compliance with applicable wage
4 and hour laws.

5 98. Because Plaintiff is a victim of Defendant's unfair and/or unlawful conduct alleged
6 herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore any
7 and all monies withheld, acquired and/or converted by Defendants pursuant to Business and
8 Professions Code §§ 17203 and 17208.

9 99. The acts complained of herein occurred within the last four years immediately
10 preceding the filing of the Complaint in this action.

THIRTEENTH CAUSE OF ACTION

RACE DISCRIMINATION

(Cal. Gov't Code § 12940)

14 100. Plaintiff incorporates and realleges all paragraphs above.

15 101. California's Fair Employment and Housing Act ("FEHA") explicitly states that it
16 unlawful for employers to discriminate against individuals due to their race or color in the terms,
17 conditions or privileges of their employment Cal. Gov. Code §12940(a).

18 102. Plaintiff was subjected to different terms and conditions of her employment than her
19 white counterparts when Defendant's other Regional Managers, Mr. Molita and Mr. Hamilton—
20 Plaintiff's counterparts—were given a significantly lighter workload than Plaintiff on a regular basis
21 in the form of three less facilities to manage.

22 103. Further, Plaintiff was subject to harsher terms and conditions of employment than her
23 white counterparts when her time-off requests were routinely denied, while Mr. Molita's and Mr.
24 Hamilton's were granted without restriction.

25 104. Defendant's stated reasons for Plaintiff's termination are also clearly pretextual in light
26 of the circumstances and point to discrimination on the basis of race. This includes the stated reason
27 for her termination being the thefts and firing of the supervisors who allowed them to happen (both

28



| nonblack males who were not held responsible by Defendant for the thefts).

2 105. As a result of Defendant's wrongful actions, Plaintiff has sustained significant general
3 and special damages to be proven at trial. Plaintiff seeks all damages and remedies available to her
4 under law including, but not necessarily limited to, compensatory, consequential, and punitive
5 damages, attorneys' fees, costs, and interest.

FOURTEENTH CAUSE OF ACTION

SEX/GENDER DISCRIMINATION

(Cal. Gov't Code § 12940(a))

106. Plaintiff incorporates and realleges all paragraphs above.

10 107. California's Fair Employment and Housing Act ("FEHA") explicitly states that it
11 unlawful for employers to discriminate against individuals due to their gender, gender identity, and
12 gender expression in the terms, conditions, or privileges of their employment Cal. Gov. Code
13 §12940(a).

14 108. Plaintiff was subjected to different terms and conditions of her employment than her
15 male counterparts when Defendant's other Regional Managers, Mr. Molita and Mr. Hamilton–
16 Plaintiff's counterparts—were given a significantly lighter workload than Plaintiff on a regular basis
17 in the form of three less facilities to manage.

18 109. Further, Plaintiff was subject to harsher terms and conditions of employment than her
19 male counterparts when her time-off requests were routinely denied, while Mr. Molita's and Mr.
20 Hamilton's were granted without restriction.

21 110. Defendant's stated reasons for Plaintiff's termination are also clearly pretextual in light
22 of the circumstances and point to discrimination on the basis of sex. This includes the stated reason
23 for her termination being the thefts and firing of the supervisors who allowed them to happen (both
24 nonblack males who were not held responsible by Defendant for the thefts).

25 111. As a result of Defendant's wrongful actions, Plaintiff has sustained significant general
26 and special damages to be proven at trial. Plaintiff seeks all damages and remedies available to her
27 under law including, but not necessarily limited to, compensatory, consequential, and punitive

1 damages, attorneys' fees, costs, and interest.

2 **FIFTEENTH CAUSE OF ACTION**

3 **RETALIATION**

4 **(Cal. Gov't Code § 12940(h))**

5 112. Plaintiff incorporates and realleges all paragraphs above.

6 113. Pursuant to California Government Code §12940(h), it is an unlawful employment
7 practice, unless based upon a bona fide occupational qualification, for an employer to
8 discharge, expel, or otherwise discriminate against any person because the person has exposed any
9 practices forbidden under this part or because the person has filed a complaint, testified, or assisted in
10 any proceeding under this section.

11 114. Engaging in protected activities encompasses not only formal filing of complaints, but
12 also includes opposition to practices deemed prohibited by FEHA. California courts, in their
13 expansive interpretation, have held that any act of opposition to forbidden practices is protected, even
14 if the original grievance isn't proven, provided the opposition was made in good faith belief of
15 wrongdoing. See *Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028 (2005); *Cooper v. Rykoff- Sexton,*
16 *Inc.*, 24 Cal.App.4th 614 (1994).

17 115. Here, Plaintiff began suffering adverse employment actions, including misplaced and
18 pretextual disciplinary actions and write-ups, soon after her first complaint to Lori Mack about
19 discrimination in November 2022. When her complaints were not addressed, she continued to speak
20 up about both her differing terms and conditions of employment from her white, male counterparts,
21 but also the ways in which Defendant was not in compliance with California law at its California
22 facilities.

23 116. Defendant's cumulative retaliatory actions not only thwarted Plaintiff's professional
24 growth; it also led to her eventual termination on February 6, 2022.

25 117. Plaintiff alleges that as a direct, foreseeable and proximate result of Defendant's
26 unlawful actions, Plaintiff has suffered and continues to suffer losses in earnings, equity and other
27 employment benefits and has incurred other economic losses. As a result, Plaintiff seeks all damages



1 and remedies available to her under law including, but not limited to, front pay, back pay,
2 compensatory and punitive damages, as well as attorney's fees and costs.

3 **SIXTEENTH CAUSE OF ACTION**

4 **FAILURE TO PREVENT OR REMEDY DISCRIMINATION AND RETALIATION**

5 **(Cal. Gov't Code § 12940(k))**

6 118. Plaintiff incorporates and realleges all paragraphs above.

7 119. Section 12940(k) of the Fair Employment and Housing Acts mandates employers to
8 take reasonable all steps to prevent discrimination and harassment from occurring. See Cal. Gov. Code
9 §12940(k).

10 120. Defendants have engaged and continue to engage in unfair and/or unlawful business
11 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
12 failing to pay for overtime wages, meal and rest period premiums as well as sick time by failing to
13 properly calculate the "regular rate of pay," by failing to provide accurate wage statements, and by
14 failing to pay all earned wages at the time of separation from employment.

15 121. Defendants' utilization of these unfair and/or unlawful business practices deprives
16 Plaintiff of compensation to which she is legally entitled, constitutes unfair and/or unlawful
17 competition, and provides an unfair advantage over Defendants' competitors who have been and/or
18 are currently employing workers and attempting to do so in honest compliance with applicable wage
19 and hour laws.

20 122. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
21 herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore any
22 and all monies withheld, acquired and/or converted by Defendants pursuant to Business and
23 Professions Code §§ 17203 and 17208.

24 123. The acts complained of herein occurred within the last four years immediately
25 preceding the filing of the Complaint in this action.

26 124. Plaintiff was compelled to retain the services of counsel to file this court action to
27 protect his interests, to obtain restitution and injunctive relief on behalf of Defendants' current hourly
28



1 non-exempt employees and to enforce important rights affecting the public interest. Plaintiff has
2 thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under
3 Code of Civil Procedure § 1021.5.

4 **SEVENTEENTH CAUSE OF ACTION**

5 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

6 **(California Common Law)**

7 125. Plaintiff incorporates and realleges all paragraphs above.

8 126. As previously alleged above, Plaintiff was an exemplary employee. As a result of
9 Defendant's unlawful employment practices Plaintiff exercised her statutory right, and
10 constitutionally protected right, to demand that the race, sex, and gender discrimination she was
11 subjected to come to a stop. As a result of this legally protected activity, Defendant engaged in a
12 course of conduct to terminate her employment. Plaintiff's termination came on the heels of her
13 complaints, and as such Defendant's actions violated Plaintiff's rights to engage in a protected
14 activity. Plaintiff's complaints regarding her race, sex, and gender discrimination, was the motivating
15 reasons behind Defendant's termination of Plaintiff.

16 127. Defendant knew or should have known that its policies and practices were inadequate
17 and did not initiate reform and/or protective measures in disregard of Plaintiff's rights. Therefore,
18 Plaintiff is entitled to exemplary damages in the sum according to proof against Defendant because
19 of the aforementioned malice and oppression against Plaintiff.

20 128. As a direct and proximate result of Defendant's conduct, Plaintiff has experienced
21 restlessness, anxiety, stress, and harm to her personal and professional dignity. Plaintiff has also
22 manifested physical symptoms proximately caused by Defendant's actions. Plaintiff has also suffered
23 emotional damages as a result of the treatment by Defendant, including worrying about her financial
24 future and her professional standing, all in excess of the minimum jurisdiction of this Court.

25 129. As a result of Defendant's actions alleged herein, Plaintiff has suffered compensatory
26 damages including, but not limited to, the following: loss of earnings, loss of benefits (including health
27 insurance and other employee benefits). In addition, pecuniary compensation will not compensate

28



1 Plaintiff fully for the loss of professional standing and/or it will be difficult to compute damages from
2 the loss of professional standing.

3 **PRAYER FOR RELIEF**

4 WHEREFORE Plaintiff prays for relief as follows:

- 5 1. For compensatory damages, including front pay, back pay, lost wages and benefits,
6 out-of-pocket costs and expenses, emotional distress damages, punitive damages,
7 as well as other special and general damages, according to proof;
- 8 2. For reasonable attorneys' fees authorized by statute, common law, or equity;
- 9 3. For costs of suit incurred herein;
- 10 4. For pre-judgment and post-judgment interest at the maximum legal rate;
- 11 5. For such other and further relief as the Court may deem just and proper.

12
13 DATED: March 28, 2024

RAFI & ASSOCIATES, P.C.



14
15
16 By: _____
17 ROBERT MONTES, JR.
18 Attorneys for Plaintiff
19 Giovanni McKnight
20
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EXHIBIT “A”



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 28, 2024

Amanda Moradzadeh
9100 Wilshire Blvd STE 465E
Beverly hills, CA 90212

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202403-24137928
Right to Sue: Mcknight / Park My Fleet, LLC

Dear Amanda Moradzadeh:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

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800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

March 28, 2024

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202403-24137928

Right to Sue: McKnight / Park My Fleet, LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calccivilrights.ca.gov | contact.center@calccivilrights.ca.gov

March 28, 2024

Giovanni Mcknight

,

RE: Notice of Case Closure and Right to Sue

CRD Matter Number: 202403-24137928
Right to Sue: Mcknight / Park My Fleet, LLC

Dear Giovanni Mcknight:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective March 28, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

1 **COMPLAINT OF EMPLOYMENT DISCRIMINATION**
2 **BEFORE THE STATE OF CALIFORNIA**
3 **Civil Rights Department**
4 **Under the California Fair Employment and Housing Act**
5 **(Gov. Code, § 12900 et seq.)**

6 **In the Matter of the Complaint of**
7 Giovanni Mcknight

CRD No. 202403-24137928

8 Complainant,
9 vs.

10 Park My Fleet, LLC
11 8 The Green Ste A
12 Dover, DE 19901

13 Respondents

14

15 1. Respondent **Park My Fleet, LLC** is an **employer** subject to suit under the California Fair
16 Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

17

18 2. Complainant **Giovanni Mcknight**, resides in the City of , State of .

19

20 3. Complainant alleges that on or about **February 6, 2023**, respondent took the
21 following adverse actions:

22

23 **Complainant was discriminated against** because of complainant's sex/gender, race
24 (includes hairstyle and hair texture) and as a result of the discrimination was terminated.

25

26 **Complainant experienced retaliation** because complainant reported or resisted any form
27 of discrimination or harassment and as a result was terminated.

28

29 **Additional Complaint Details:** Giovanni Mcknight ("Mcknight"), an African American, had
30 been employed by Park My Fleet, LLC from June 22, 2022 through February 6, 2023 when
31 she was unceremoniously terminated. Mcknight was eventually promoted from her original
32 position as a Launch Manager to a Regional Manager and was tasked expected to hire,
33 train and manage the supervisors and staff of the parking facilities after launching them on
34 top of her original duties to travel to various cities across the Western Region to help
35 develop and open new parking facilities. Working alongside Mcknight was Mr. Molita and Mr.

1 Hamilton, both white men. McKnight was expected to be responsible for a larger workload
2 than both Mr. Molita and Mr. Hamilton. McKnight managed 9 locations whereas Mr. Molita
3 and Mr. Hamilton managed only 6 locations. In addition, McKnight's requests for time off
4 were denied on a regular basis whereas Mr. Molita and Mr. Hamilton's requests were
5 granted whenever they requested it, for whatever reason including but not limited to
6 attending a bachelor party. In November 2022, McKnight complained to the Human
7 Resources Representative, Lori Mack, regarding the discrimination. As the company failed
8 to investigate, she again complained to Lori Mack in December 2022 about the different
9 terms and conditions of her employment compared to Mr. Molita and Mr. Hamilton. In
10 retaliation for her complaints, McKnight received two write ups for allegedly violating the
11 companies dress code. The first write up was dated back 5 months from the time McKnight
12 was disciplined. The second write up was the result of the company extending what was
13 supposed to be a 5 day trip to 3 weeks. During this time, McKnight did not have enough
14 clothes as she only packed for 5 days. In January 2023, McKnight then received another
15 writeup and was held responsible for thefts that occurred at different facilities than where
16 McKnight was located (Portland, San Bernadino and Redlands) despite the fact that none of
17 the other on-site supervisors (all male and nonblack) for those location were written up or
18 disciplined and whose duties include to physically secure and oversee those facilities.
19 McKnight explained to the Operations Manager, Sara Trovost, that she was not in California
20 at the time of the thefts and it seemed to be inside jobs; however, her concerns were
21 dismissed. Following this incident those supervisors were eventually terminated, a decision
22 that was approved by Plaintiff and Sara Trovost due to their negligence that allowed the
23 thefts to occur. On February 2023, Plaintiff was contacted by the Head of the Human
24 Resources Department, Samantha Miles, and was reprimanded for failing to timely pay a
25 California employee after their termination despite the fact that this had never been a part of
26 her job duties, as it was the custom and practice of the Human Resources Department to
27 cut checks. On February 6, 2023 Plaintiff was then terminated by the company. The reason
28 being that the three thefts had occurred in her region, those three supervisors were
terminated and that the thefts were not escalated or brought to the attention of leadership
quickly enough despite the fact that Sarah Trovost was informed and involved soon after the
thefts occurred and even approved of McKnight's decision to terminate those supervisors.
McKnight then received a severance package on February 13, 2023.

1 VERIFICATION

2 I, **Amanda Moradzadeh**, am the **Attorney** in the above-entitled complaint. I have
3 read the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On March 28, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Beverly Hills